

HiRides

RELEASE OF LIABILITY AGREEMENT FORM

EFFECTIVE DATE: 09/19/2019

RELEASE OF LIABILITY AGREEMENT FORM

GENERALITY

I understand that to participate to HiRides.com trips it is mandatory my signature for complete acceptance of all the rules described in the documents:

- [TERMS AND CONDITIONS](#)
- [PRIVACY POLICY](#)
- [COOKIE POLICY](#)

ASSUMPTION OF RISK

The signer acknowledges that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and that these inherent risks contribute to such enjoyment and excitement, and are reasons for your voluntary participation.

Therefore, the signer acknowledges and is aware of the inherent hazards and risks associated with participating in HiRides.com tour, including those associated with travel, cycling and adventure tours.

Inherent hazards and risks include, but are not limited to, risk of injury or death from: bicycle collisions with motor vehicles, other bicycles, animals and/or pedestrians, roadway hazards, including uneven surfaces, narrow roadways, lack of separate cycling lanes, unpredictable roadway hazards and conditions; slips and falls, consumption of alcoholic beverages, tainted food, or non-potable water; possible equipment failure and/or malfunction of my own or other's equipment; exposure to the elements, including heat, cold, sun, water, and wind; my own negligence and/or the negligence of others, including tour guides, other guests, HiRides.com employees, agents

and/or representatives; misjudgment of terrain, rapids, weather, trails, and route location; high altitude; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident; negligence with regards to bicycle or helmet, known or unknown medical conditions, preparation of physical excursion or other such accidents; the negligence or lack of adequate training of any agents or employees of HiRides.com who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. I freely and voluntarily assume complete personal responsibility for these risks and for the injuries or death that may occur as a result of these risks, even if such injuries or death occur in a manner that is not foreseeable at the time this agreement is signed.

RELEASE OF LIABILITY

The signer hereby releases and holds harmless with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by negligence or otherwise, HiRides.com, its employees, tour guides, subcontractors, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, assigns.

Furthermore, without limitation, HiRides.com will not be responsible for any injury, loss, or damage to person or property death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of accommodations, mechanical or other failure of airplanes

or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely.

The signer agrees that this release shall be legally binding upon you personally, all members of his family, his and their heirs, successors, assigns, and legal representatives, it is my intention fully to assume all the risks associated with this trip and to release HiRides.com from all liabilities to the maximum extent permitted by law.

INSURANCE / MEDICAL TREATMENT

As described in the “Terms and Conditions”, HiRides.com provide the basic sanitary injuring insurance to access treatment in Italian local healthcare facilities during the tour days.

The signer authorizes HiRides.com to obtain medical care on his behalf and/or to transport him to a medical facility, and release HiRides.com from any and all liability arising from obtaining medical care or transporting to a medical facility.

The signer further agrees to pay all costs associated with such care or transportation, exceeding basic health insurance.

Without limiting any of the foregoing, the signer expressly waives any claim that he or anyone on his behalf may bring against HiRides.com with regard to medical care and the provision or failure to provide such care.

The signer understands that HiRides.com does not carry or maintain health, medical, or disability insurance coverage, excluding basic health insurance. Each participant is expected and encouraged to obtain his or her own travel insurance as well as medical or health insurance coverage, and to check with his or her own health insurance provider about coverage while traveling abroad.

BICYCLE DAMAGING

The signer hereby declares that have the necessary experience to use the bicycle provided in the tour kit, and that I have tested and checked its/their perfect working condition. During the tour days, the signer will notify to the tour guide any eventual malfunctions or breakages of the bicycle.

As described in the "Terms and Conditions", in the event of damage to the bicycle, the petitioner authorizes HiRides.com to charge all costs for the complete repair.

INDEMNIFICATION

The signer agrees to indemnify HiRides.com from any and all claims made against him from third based on my actions, omissions, and/or breach of rules included in the "Terms and Conditions".

CHOICE OF LAW / VENUE SELECTION –DISPUTES

The signer agrees that any dispute concerning, relating, or referring to this contract, brochures, or any other literature concerning the trip, or the trip itself shall be resolved exclusively in a court of competent jurisdiction in Milan, Italy. Such proceedings will be governed by Italian law.

The parties understand and agree that all claims must be brought within three months following the completion of the tour. All claims brought more than three months after the completion of the tour are forever waived and cannot be pursued.

MISCELLANEOUS

The signer understands that HiRides.com reserves the right to take pictures, photographic or other images or records of any of its trips or events, and he hereby agrees that HiRides.com may use any such images or records for promotional and/or commercial purposes, and he approves

such use by third parties with whom HiRides.com may engage, without any remuneration to me.

The signer hereby consents to the use of his name, image, and/or likeness in connection with such photographic or other images in any territory, through any medium, and for any purpose and waive all claims to compensation therefor.

The signer hereby assigns all right, title, and interest he may have in all media in which him name, image and/or likeness might be used by HiRides.com.

The signer understands that HiRides.com reserves the right to refuse as a trip participant or remove from a trip any person, including those it judges to be incapable of meeting the physical rigors and requirements of participating in the trip, those it determines might detract from the enjoyment of the trip by others, or those who have engaged in conduct during such trip that is disruptive, unlawful, or otherwise unsuitable.

The signer undertakes to follow all the written and verbal safety rules presented by HiRides.com or the leader / guide, including the obligation to wear a helmet, gloves, glasses and all the behavioral rules in the "Terms and Conditions".

The signer undertakes that HiRides.com reserves the right to make route, hotel and trip modifications to maintain or improve the trip quality, to accommodate the comfort and well-being of guests, or to respond to unforeseen circumstances or events.

KNOWING AND VOLUNTARY EXECUTION

The signer has carefully read and fully understand the contents of this Agreement, a understands that this is a legally binding and enforceable contract signed of his own free will.

HiRides

The signer agrees that if any portion is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

FILL THE DATE

FILL GUEST SIGN
